the employer to give to a discharged employee a statement showing the true cause of his discharge have been held to deprive employers of liberty and to abridge the right of free speech. *Atchison, Topeka, etc. Railway Co.* v. *Brown,* 80 Kan. 312, 102 Pac. 459, 23 L. R. A. (N. S.) 247; *Wallace* v. *Georgia, Carolina, etc. Railway Co.,* 94 Ga. 732, 22 S. E. 579. But for a contrary holding see the later case of *St. Louis, Southwestern Railway Co.* v. *Hixon,* (Tex. Civ. App.) 126 S. W. 338. A statute requiring certain employers to pay wages weekly was held unconstitutional in *Braceville Coal Co.* v. *People,* 147 Ill. 66, but held a constitutional exercise of the police power in *Re House Bill No. 1230,* 163 Mass. 589, 40 N. E. 713, 28 L. R. A. 344. See also the discussion of this type of legislation in *Holden* v. *Hardy,* 169 U. S. 366. The doctrine of equal protection as applied in the principal case is expressed and discussed in *Conolly* v. *Union Sewer Pipe Co.,* 184 U. S. 540, 22 Sup. Ct. 431, 46 L. Ed. 679; *Gulf, Colorado and Santa Fe Railroad Co.* v. *Ellis,* 165 U. S. 150, 17 Sup. Ct. 255, 41 L. Ed. 666; *Sutton* v. *State,* 96 Tenn. 696, 36 S. W. 697, 33 L. R. A. 589. The court, following some of the authorities above cited, might perhaps have held this statute constitutional as a necessary protection to labor. That the legislature had good reason, in view of existing industrial conditions, to deem such protection necessary to the welfare of the community is not impossible. But the doctrine of *Coppage* v. *Kansas,* above, and *Adair* v. *United States,* above, seems strongly to have influenced the mind of the court. For comment on those cases see 13 MICH. L. REV. 497.

CONTRACTS—ANTICIPATORY BREACH OF CONTRACT OF SALE.—Defendant ordered of plaintiff a traction engine. After acceptance of the order, but before the time fixed for delivery, defendant cancelled the order. Plaintiff refused to accept the cancellation and despite defendant's express repudiation of the contract and declaration that he would not accept or pay for the machine, proceeded to ship it to defendant and tender it. Upon defendant's continued refusal to accept it, plaintiff left the engine at defendant's farm, and sued for the purchase price and freight. *Held,* Plaintiff cannot recover for increased damages incurred after notice of repudiation of this executory contract of sale. The notice of repudiation breached the contract. Hence plaintiff cannot recover the freight charges on the machine. That part of *Stanford* v. *McGill,* 6 N. D. 536 72 N. W. 938, 38 L. R. A. 760, which rejects the doctrine of anticipatory breach is overruled. *Hart-Parr Co.* v. *Finley* (N. D. 1915), 153 N. W. 137.

The court points out that it could base its decision upon the principle laid down in *Collins* v. *Delaporte,* 115 Mass. 159, that "a party to an executory contract may stop the performance by an explicit order, and will subject himself only to such damages as will compensate the other party for being deprived of its benefits," which is unquestioned law even in those jurisdictions which reject the doctrine of anticipatory breach. 9 CYC. 339. Recognizing, however, the inconsistency involved in holding that a party to an executory contract must stop performance upon notice of repudiation by the other party, and at the same time rejecting the doctrine of anticipatory breach by saying that such notice of repudiation does not breach the contract, the

Court overrules the doctrine of *Stanford* v. *McGill,* supra, and thus lines North Dakota up with the overwhelming weight of authority recognizing this last-mentioned doctrine. Before this decision Nebraska, North Dakota, and Massachusetts were the only states rejecting this doctrine of anticipatory breach. *Carstens* v. *McDonald,* 38 Neb. 858, 57 N. W. 757; *King* v. *Waterman,* 55 Neb. 324, 75 N. W. 830; *Daniels* v. *Newton,* 114 Mass. 530, 19 Am. Rep. 384. See 8 MICH. LAW REV. 254. Although *Daniels* v. *Newton* is as yet undisturbed law in Massachusetts, having been cited with approval so late as *Blount* v. *Wheeler,* 199 Mass. 333, yet even in that state the doctrine of *Daniels* v. *Newton* has been limited to executory contracts of sale, and has not been followed to its logical conclusion. See note to *O'Neill* v. *Supreme Council American Legion of Honor* in 1 Ann. Cas. 422. So this withdrawal of North Dakota from the support of those states rejecting the doctrine of anticipatory breach seems to foreshadow the approach of the universal acceptance of this doctrine.

CORPORATIONS—POWER OF STATE TO CREATE.—Complainant brought a suit in equity, requesting that the single tax corporation, of which he was a member, be dissolved. He alleged that it never had any legal existence, and that it would eventually fail in its attempt to demonstrate the "beneficiency, utility and practicability" of the single tax theory. *Held,* that, in so far as the statutes regulating taxation were concerned, the act pursuant to which the corporation was created was constitutional, and that complainant's bill stated no cause of action. *Fairhope Single Tax Co.* v. *Melville* (Ala. 1915), 69 So. 466.

It is an established principle of corporation law that all corporations may exercise and enjoy not only the powers, privileges and rights expressly granted, but also such powers, privileges and rights as are impliedly essential and incidental to their corporate existence. *La. State Bank* v. *Orleans Navigation Co.,* 3 La. Ann. 294; *Bank of Kentucky* v. *Schuylkill Bank,* 1 Pars. Eq. Cas. (Pa.) 180; *Gainer* v. *Coates,* 51 Miss. 335; *City Council of Montgomery* v. *Montgomery & W. Plank Road Co.,* 31 Ala. 76; *Ginrich* v. *Patrons' Mill Co.,* 21 Kan. 61. Through the exercise of these incidental and essential powers, the corporation whose dissolution was sought in the principal case, was permitted indirectly to assail the fundamental rules of taxation in force in the state. It is true, as was said in *Reeves* v. *Corning,* 51 Fed. 774, that "a court has no power to adjudge a duly-enacted statute unconstitutional simply because it may seem to the court that such legislation does not conform to the theory upon which the government is founded." This is certainly an indisputable rule of constitutional law, but many courts, recognizing the importance of the fact that a corporation owes its existence and looks for its protection to the state, do not deem it applicable to cases which are properly governed by sound principles of public policy. *The Detroit Schuetzen Bund* v. *Detroit Agitation Verein,* 44 Mich. 313; *In Re Charter of First Church of Christ, Scientist,* 205 Phil. (Pa.) 543; *In Re Charter of the Rev. David Mulholland Benevolent Soc.,* 10 Phil. (Pa.) 19. Judge FINCH, speaking for the court, in *The People* v. *The North River*